

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW & PUBLIC SAFETY
DIVISION ON CIVIL RIGHTS

In the matter of)
West Milford Township School District)

ASSURANCE OF VOLUNTARY COMPLIANCE

WHEREAS, the New Jersey Legislature created the New Jersey Division on Civil Rights (DCR) nearly seventy-five years ago to enforce the New Jersey Law Against Discrimination (LAD) and to "prevent and eliminate discrimination" in the State of New Jersey (N.J.S.A. 10:5-6);

WHEREAS, the LAD prohibits discrimination in housing, employment, and places of public accommodation (including schools) on the basis of sex, sexual orientation, gender identity or expression, and other protected characteristics (N.J.S.A. 10:5-12(f), 10:5-5(1));

WHEREAS, the West Milford Township School District (WMTSD) is a public school district in West Milford, New Jersey that employs approximately 400 teachers to teach approximately 4000 students in pre-kindergarten through twelfth grades at six elementary schools, one middle school, and one high school;

WHEREAS, WMTSD provides professional development training to all of its teachers;

WHEREAS, DCR and WMTSD have a critical interest in ensuring that WMTSD's professional development trainings comply with the LAD, that they are not based on sex-stereotyping, and that they do not encourage discrimination on the basis of sex, sexual orientation, gender identity or expression, or any other LAD-protected characteristics;

WHEREAS, WMTSD contracted with The Gurian Institute (Gurian) to provide professional development training to its teachers and Gurian provided this training on February 21, 2017, September 6, 2017 and October 9, 2017;

WHEREAS, DCR commenced an investigation that, based on DCR's initial findings, revealed that the Gurian training materials used for the WMTSD trainings, and the Gurian handouts provided to teachers at the trainings: (1) included purported science regarding how boys and girls brains differ and how boys and girls learn best (for example, that boys do better with time constraints whereas girls do not do well on timed tests because they are threatened by pressure); (2) included stereotypes about what boys and girls are interested in and capable of (for example, that boys are interested in sports, trivia, and competition, whereas girls are interested in relationships; that boys can't hear as well as girls; and that boys get bored more quickly than girls); and (3) encouraged teachers to instruct students differently based on those gender stereotypes (for example, girls should be assigned to read relationship-oriented rather than action books, and should be placed into small, non-competitive math and science groups and with

others who are less advanced, so they can learn to be leaders, whereas teachers should create a martial arts areas for boys and move boys closer to the front of the room);

WHEREAS, WMTSD indicated to DCR that it does not support the ideas or methods of the Gurian Institute outlined above, and did not implement the Gurian training principles or recommendations in its classrooms;

WHEREAS, both DCR and WMTSD agree that teaching children based on gender stereotypes can lead to differential treatment of students based on their sex, sexual orientation, or gender identity or expression; can limit opportunities for both girls and boys; and can stigmatize students who do not conform to gender stereotypes, including LGBTQ and non-binary students.


Accordingly, WMTSD and DCR agree that:

1. Within 30 days, WMTSD will inform all of its teachers, both verbally and in writing, that Gurian methods are not part of WMTSD's curriculum or evaluations and are not to be implemented in the classroom. WMTSD will also instruct all of its teachers to return the training materials and books disseminated as part of the 2017 Gurian training. WMTSD will send a copy of this letter to DCR.
2. WMTSD will provide in-person anti-discrimination training on the New Jersey Law Against Discrimination to all WMTSD teachers, principals and administrators within 120 days of the execution of this Agreement. Such training shall be conducted by an individual with knowledge of state and federal antidiscrimination laws. Employees receiving this training shall have the opportunity to ask questions. Upon completion of this training, counsel for Respondent shall certify to DCR that such training was completed, identify the individuals trained, and provide the date on which the training occurred.
3. WMTSD will provide in-person implicit bias training to all WMTSD teachers, principals and administrators within 120 days of the execution of this Agreement; that training will cover implicit or unconscious biases including but not limited to bias based on sex, sexual orientation, and gender identity or expression. Such training shall be conducted by an individual with experience in providing implicit or unconscious bias training. Employees receiving this training shall have the opportunity to ask questions. Upon completion of this training, counsel for Respondent shall certify to DCR that such training was completed, identify the individuals trained, and provide the date on which the training occurred.
4. For the trainings discussed in paragraphs 2 & 3, WMTSD will submit to DCR the name of the trainer, the agenda for the trainings, any written materials to be provided in the trainings, and any PowerPoint slides to be used, at least thirty days prior to the training. These materials should be sent by email to an email address to be specified by DCR. DCR acknowledges that the content of the training materials and/or selection of the trainer is at WMTSD's discretion and DCR will review only to determine whether it believes the training complies with the LAD and the requirements of paragraphs 2 and 3.
5. WMTSD will establish criteria that will apply when selecting outside providers of professional development training in the future, and a process for evaluating providers to ensure that the training they will provide is evidence-based, free of bias and sex or gender-based stereotypes, and does not discriminate against students based on their sex, sexual

orientation, gender identity or expression, or other LAD-protected characteristics. WMTSD will submit the criteria and process to DCR within 60 days to the email address discussed in paragraph 4.

6. For a period of two years from the date of execution of this agreement, WMTSD will submit to DCR a report of all professional development trainings presented by outside providers in the previous six-month period. These reports shall be submitted on December 30, 2019; June 30, 2020; December 30, 2020; and June 30, 2021.
7. WMTSD will not engage in any retaliatory conduct against any individual who provided or may provide information to DCR regarding or related to this matter, or allow any of its employees or agents to engage in any such conduct.
8. Once executed, this Agreement shall operate as a complete and final disposition of this matter.
- ~~9. DCR shall have the authority to enforce the provisions of this Agreement, or to seek sanction for violations thereof, or both.~~
10. This Agreement is entered into by each party freely and voluntarily and with full knowledge and understanding of the obligations and duties imposed by this Agreement.
11. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be considered an admission of guilt, wrongdoing or liability by WMTSD but is entered into voluntarily by both parties to resolve a disputed claim. The Board of Education expressly denies any violation of any applicable rule, regulation, statute or duty. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
12. WMTSD and DCR consent to the form, content, and entry of this Agreement on the dates beside their respective signatures (below).

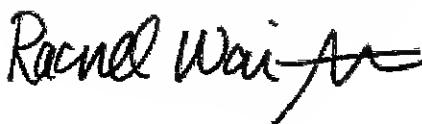
WEST MILFORD TOWNSHIP SCHOOL DISTRICT
By Alex Anemone, Superintendent



DATE

8/21/19

NEW JERSEY DIVISION ON CIVIL RIGHTS
By Rachel Wainer Apter, Director



DATE

7/25/2019

ADDENDUM

The Gurian trainings at WMTSD were originally brought to DCR's attention by copy of a demand letter that the American Civil Liberties Union Foundation (ACLU) and the American Civil Liberties Union Foundation of New Jersey (ACLU-NJ) sent to WMTSD. The ACLU and ACLU-NJ also sent documents to DCR that the ACLU and ACLU-NJ obtained through public records requests sent to WMTSD. Garden State Equality (GSE) also worked with the ACLU and the ACLU-NJ on this issue. By signing below, ACLU, ACLU-NJ, & GSE state that the remedial steps that DCR and WMTSD have agreed to above satisfy the concerns raised in that demand letter; the undersigned therefore will not initiate any further legal actions on behalf of ACLU, ACLU-NJ, & GSE relating to the 2017 Gurian trainings at WMTSD.

ACLU OF NEW JERSEY FOUNDATION
By Jeanne LoCicero, Legal Director

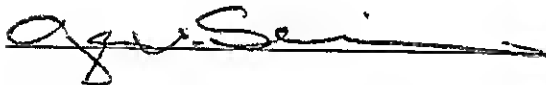
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7/26/19

ACLU FOUNDATION
By Galen Sherwin, Senior Staff Attorney

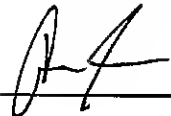
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7/25/19

GARDEN STATE EQUALITY
By Christian Fuscarino, Executive Director

DATE

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8/1/19